

**schwartz &  
thomashower**

Guardian Life  
November 1, 2016  
Page 2

named insurance carrier, including but not limited to, policy numbers: 5061024, 3478736, 3405875, 3683328, 3646655, and G140283.

Thus, it appears that Guardian Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Guardian Life.

Please feel free to contact me should you have any questions.

Very truly yours,



Rachel Schwartz

Enclosures

10863132.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Guardian Life  
1 Seaport Plaza  
New York, New York 10038

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

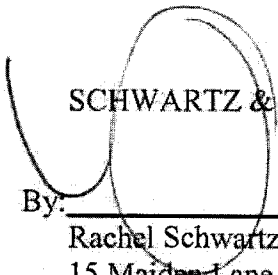
### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: November 1, 2016

 **SCHWARTZ & THOMASHOWER LLP**

By: \_\_\_\_\_

Rachel Schwartz  
15 Maiden Lane  
Suite 705  
New York, New York 10038  
(212) 227-4300

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10863147.1  
214560-10001

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,

Petitioner,

-against-

NOVA GROUP, INC.,

Respondent.  
-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

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**Clerk of Court**

**BY:**

*K. Mango*

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**Deputy Clerk**

# **schwartz & thomashower**

May 12, 2016

***Via Certified Mail,  
Return Receipt Requested***

Hartford Life Insurance Company  
277 Park Avenue, # 15  
New York, New York 10172

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. More specifically, Universitas received a Judgment against Avon Capital LLC ("Avon"), in the amount of \$6,710,065.92. A copy the Judgment is enclosed herewith.

We understand that Avon is the owner of numerous insurance policies in which Hartford Life Insurance Company ("Hartford") is the named insurance carrier, including, but not limited to, policy numbers ending in: 5593; 2914; and 0130.

Based on the foregoing, it appears that Hartford is in possession of property in which Avon, a judgment debtor, has an interest. Therefore, enclosed please find a restraining notice addressed to Hartford.

Please feel free to contact me should you have any questions.

Very truly yours,



Rachel Schwartz

Enclosures

10043450.1  
214560-10001



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor,

-against-

NOVA GROUP, INC., as trustee, sponsor and  
fiduciary of THE CHARTER OAK TRUST  
WELFARE BENEFIT PLAN,

:  
:  
Case Nos. 11-1590-LTS and  
11-8726-LTS

:  
:  
**RESTRaining NOTICE**

Judgment Debtor.  
-----X

To: Hartford Life Insurance Company  
277 Park Avenue, # 15  
New York, NY 10172

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC (Tax Identification Numbers 26-2386232 and 81-0607868) – **\$30,600,000.00**
- Grist Mill Holdings, LLC (Tax Identification Number 20-0688307) – **\$21,000,000.00**
- Carpenter Financial Group (Tax Identification Numbers 27-6417983, 06-1536689 and 06-1536669) – **\$11,140,000.00**
- Avon Capital, LLC (Tax Identification Number 20-1196827) – **\$6,710,065.92**
- Phoenix Capital Management, LLC (Tax Identification Number 20-4006871) – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets (Tax Identification Number 06-6526773) – **\$4,487,007.81**

- Hanover Trust Company (Tax Identification Number 27-6108375) – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

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**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: May 12, 2016

SCHWARTZ & THOMASHOWER LLP

By: 

\_\_\_\_\_  
Rachel Schwartz  
15 Maiden Lane  
Suite 705  
New York, New York 10038  
212-227-4300

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 1 of 3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,  
Petitioner,

-against-

NOVA GROUP, INC.,  
Respondent.  
-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

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Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 3 of 3

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

**BY:** Clerk of Court  
*K. Mango*  
Deputy Clerk

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
<p>■ Complete Items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  X <u>R. Delaney</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>																	
<p>1. Article Addressed to:</p> <p>Hartford Life Insurance Company  277 Park Avenue, # 15  New York, New York 10172</p>		<p>B. Received by (Printed Name)  <u>R. Delaney</u></p> <p>C. Date of Delivery  <u>MAY 17 2016</u></p>																	
<p>2. Article Number (Transfer from service label)  7015 0640 0007 2457 2763</p>		<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery or \$500</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery or \$500	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																		
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																		
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																		
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																		
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																		
<input type="checkbox"/> Insured Mail																			
<input type="checkbox"/> Insured Mail Restricted Delivery or \$500																			
<p>9590 9403 0260 5155 9969 46</p>		<p>PS Form 3811, April 2016 PSN 7530-02-000-9053</p>																	

Domestic Return Receipt



VIA OVERNIGHT MAIL

May 19, 2016

Rachel Schwartz  
Schwartz & Thomashower LLP  
15 Maiden Lane  
Suite 705  
New York, NY 10038

Re: Restraining Notice for *Universitas Education, LLC v. Nova Group, Inc.* (Case Nos 11-CV-01590 and 11-CV-08726)

Dear Ms. Schwartz:

I am writing in regards to the above referenced notice (the "Notice") which was directed to "ING." I am responding on behalf of ING Financial Holdings Corporation, which is located at 1325 Avenue of the Americas, New York, New York 10019, and its subsidiaries in the United States (the "ING Financial Holdings Entities" or "INGFH").

Please be advised that ING Financial Holdings Corporation is neither an insurer nor a bank and does not hold private or retail accounts for individuals or corporations. Nevertheless, we have performed a diligent search for documents and files related to Avon Capital LLC within the possession, custody and control of INGFH, and to the best of our knowledge, do not maintain any accounts with respect to the referenced judgment debtor. If your Notice is in regards to an insurance policy, ING sold this business to Voya Financial, please contact them directly.

Please do not hesitate to contact me at (646) 424-6241 if you have any questions or require further information.

Very truly yours,

Shawna Mack  
Corporate Secretary



# **schwartz & thomashower**

May 12, 2016

***Via Certified Mail,  
Return Receipt Requested***

ING  
1325 Avenue of the Americas  
18<sup>th</sup> Floor  
New York, New York 10019

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. More specifically, Universitas received a Judgment against Avon Capital LLC ("Avon"), in the amount of \$6,710,065.92. A copy the Judgment is enclosed herewith.

We understand that Avon is the owner of numerous insurance policies in which ING is the named insurance carrier, including, but not limited to, policy numbers ending in: 0596.

Based on the foregoing, it appears that ING is in possession of property in which Avon, a judgment debtor, has an interest. Therefore, enclosed please find a restraining notice addressed to ING.

Please feel free to contact me should you have any questions.

Very truly yours,



Rachel Schwartz

Enclosures

10043451.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- :

Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and  
fiduciary of THE CHARTER OAK TRUST  
WELFARE BENEFIT PLAN, :

**RESTRaining NOTICE**

Judgment Debtor.  
-----X

To: ING  
1325 Avenue of the Americas  
18<sup>th</sup> Floor  
New York, NY 10019

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

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**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: May 12, 2016

SCHWARTZ & THOMASHOWER LLP

By: 

Rachel Schwartz  
15 Maiden Lane  
Suite 705  
New York, New York 10038  
212-227-4300

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 1 of 3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,

Petitioner,

-against-

NOVA GROUP, INC.,

Respondent.  
-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 3 of 3

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

**BY:** Clerk of Court  
*K. Mango*  
Deputy Clerk

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <b>X</b></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>ING 1325 Avenue of the Americas 18th Floor New York, New York 10019</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0007 2457 2749</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Registered Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

7015 0640 0007 2457 2749



CERTIFIED MAIL

**schwartz & thomashower**  
15 Maiden Lane, Suite 705  
New York, NY 10038-5120  
www.stlpaw.com

ING  
1325 Avenue of the Americas  
18th Floor  
New York, New York 10019



# **schwartz & thomashower**

May 12, 2016

***Via Certified Mail,  
Return Receipt Requested***

Jackson National Life  
5 Becker Farm Rd.  
410  
Roseland, New Jersey 07068

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. More specifically, Universitas received a Judgment against Avon Capital LLC ("Avon"), in the amount of \$6,710,065.92. A copy the Judgment is enclosed herewith.

We understand that Avon is the owner of numerous insurance policies in which Jackson National Life ("Jackson") is the named insurance carrier.

Based on the foregoing, it appears that Jackson is in possession of property in which Avon, a judgment debtor, has an interest. Therefore, enclosed please find a restraining notice addressed to Jackson.

Please feel free to contact me should you have any questions.

Very truly yours,



Rachel Schwartz

Enclosures

10043455.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor,

-against-

NOVA GROUP, INC., as trustee, sponsor and  
fiduciary of THE CHARTER OAK TRUST  
WELFARE BENEFIT PLAN,

:  
:  
Case Nos. 11-1590-LTS and  
11-8726-LTS

:  
:  
**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Jackson National Life  
5 Becker Farm Road  
410  
Roseland, New Jersey 07068

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC (Tax Identification Numbers 26-2386232 and 81-0607868) – **\$30,600,000.00**
- Grist Mill Holdings, LLC (Tax Identification Number 20-0688307) – **\$21,000,000.00**
- Carpenter Financial Group (Tax Identification Numbers 27-6417983, 06-1536689 and 06-1536669) – **\$11,140,000.00**
- Avon Capital, LLC (Tax Identification Number 20-1196827) – **\$6,710,065.92**
- Phoenix Capital Management, LLC (Tax Identification Number 20-4006871) – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets (Tax Identification Number 06-6526773) – **\$4,487,007.81**
- Hanover Trust Company (Tax Identification Number 27-6108375) – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

#### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: May 12, 2016

SCHWARTZ & THOMASHOWER LLP

By: 

\_\_\_\_\_  
Rachel Schwartz  
15 Maiden Lane  
Suite 705  
New York, New York 10038  
212-227-4300

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 1 of 3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,

Petitioner,

-against-

NOVA GROUP, INC.,

Respondent.  
-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 3 of 3

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

**BY:**

**Clerk of Court**

*K. mango*

**Deputy Clerk**

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Jackson National Life 5 Becker Farm Rd. 410 Roseland, New Jersey 07068</p>		<p>B. Received by (Printed Name)</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0007 2457 2756</p>		<p>C. Date of Delivery</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (PSN)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>			

PS Form 3811, April 2015 PSN 7530-02-000-9033

Domestic Return Receipt

**schwartz & thomashower**  
15 Maiden Lane, Suite 705  
New York, NY 10038-5120  
www.stlpaw.com

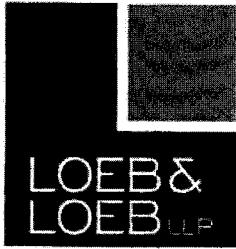
Jackson National Life  
5 Becker Farm Rd.  
410  
Roseland, New Jersey 07068

7015 0640 0007 2457 2756



CERTIFIED MAIL





LINDSAY S. FEUER  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via Certified Mail, Return Receipt Requested

September 9, 2016

Kansas City Life  
c/o Morgan 24/7 Financial Services  
Suite 5M  
80 Broad Street  
Red Bank, NJ 07701

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

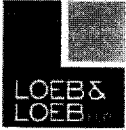
To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange



Kansas City Life  
September 9, 2016  
Page 2

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Kansas City Life is the named insurance carrier, including but not limited to, policy numbers: 2228733, 2350746 and 2516174.

Thus, it appears that Kansas City Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Kansas City Life.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lindsay S. Feuer".

Lindsay S. Feuer  
Attorney At Law

Enclosures

10577499.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Kansas City Life  
c/o Morgan 24/7 Financial Services  
80 Broad Street, Suite 5M  
Red Bank, New Jersey 07701

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

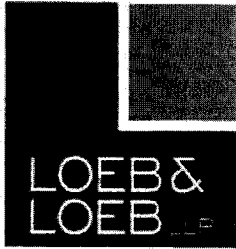
Dated: September 8, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath  
Paula K. Colbath (PC-9895)  
345 Park Avenue  
New York, New York 10154-1895  
(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10571925.1  
214560-10001



**LINDSAY S. FEUER**  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via Certified Mail, Return Receipt Requested

September 9, 2016

Knights of Columbus  
420 US-46  
Fairfield, NJ 07004

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Knights of Columbus is the named insurance carrier, including but not limited to, policy number: 0101123337.



Knights of Columbus  
September 9, 2016  
Page 2

Thus, it appears that Knights of Columbus is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Knights of Columbus.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lindsay S. Feuer", with a long horizontal flourish extending to the right.

Lindsay S. Feuer  
Attorney At Law

Enclosures

10577503.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor,

-against-

NOVA GROUP, INC., as trustee, sponsor and  
fiduciary of THE CHARTER OAK TRUST  
WELFARE BENEFIT PLAN,

Judgment Debtor.  
-----X

:  
:  
Case Nos. 11-1590-LTS and  
11-8726-LTS

:  
:  
**RESTRAINING NOTICE**

To: Knights of Columbus  
420 US Highway 46  
Fairfield, New Jersey 07004

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;



**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

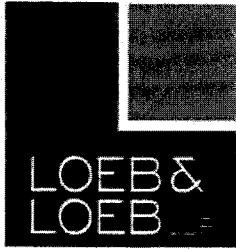
Dated: September 8, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath  
Paula K. Colbath (PC-9895)  
345 Park Avenue  
New York, New York 10154-1895  
(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10571941.1  
214560-10001



LINDSAY S. FEUER  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via Certified Mail, Return Receipt Requested

September 9, 2016

Lafayette Life  
c/o Western & Southern Financial Group  
333 E City Ave PL20  
Bala Cynwyd, PA 19004

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Lafayette Life is the



Lafayette Life  
September 9, 2016  
Page 2

named insurance carrier, including but not limited to, policy numbers: A0808072, A0802398 and A0803548.

Thus, it appears that Lafayette Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Lafayette Life.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lindsay S. Feuer", with a long horizontal flourish extending to the right.

Lindsay S. Feuer  
Attorney At Law

Enclosures

10577537.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- :

Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :

fiduciary of THE CHARTER OAK TRUST :

WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.

-----X

To: Lafayette Life  
c/o Western & Southern Financial Group  
333 E. City Avenue PL 20  
Bala Cynwyd, PA 19004

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: September 8, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath

Paula K. Colbath (PC-9895)

345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor*

*Universitas Education, LLC*

10571958.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor,

-against-

NOVA GROUP, INC., as trustee, sponsor and  
fiduciary of THE CHARTER OAK TRUST  
WELFARE BENEFIT PLAN,

:

:

:

:

Case Nos. 11-1590-LTS and  
11-8726-LTS

RESTRAINING NOTICE

Judgment Debtor.  
-----X

To: Lincoln Benefit Life Insurance Company  
c/o Resolution Life Insurance Company  
1 Station Place, Suite 7  
Stamford, Connecticut 06902-6893

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC (Tax Identification Numbers 26-2386232 and 81-0607868) – **\$30,600,000.00**
- Grist Mill Holdings, LLC (Tax Identification Number 20-0688307) – **\$21,000,000.00**
- Carpenter Financial Group (Tax Identification Numbers 27-6417983, 06-1536689 and 06-1536669) – **\$11,140,000.00**
- Avon Capital, LLC (Tax Identification Number 20-1196827) – **\$6,710,065.92**
- Phoenix Capital Management, LLC (Tax Identification Number 20-4006871) – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets (Tax Identification Number 06-6526773) – **\$4,487,007.81**
- Hanover Trust Company (Tax Identification Number 27-6108375) – **\$1,200,000.00**



**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: May 25, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath.

Paula K. Colbath (PC-9895)

345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,  
Petitioner,

-against-

NOVA GROUP, INC.,  
Respondent.  
-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

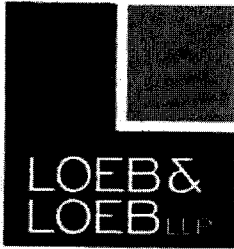
**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

**BY:** Clerk of Court  
*X. mango*  
Deputy Clerk



LINDSAY S. FEUER  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via Certified Mail, Return Receipt Requested

September 9, 2016

Lincoln Heritage  
1224 Mill Street D 100  
East Berlin, CT 06023

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

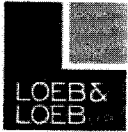
To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
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12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange



Lincoln Heritage  
September 9, 2016  
Page 2

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Lincoln Heritage is the named insurance carrier, including but not limited to, policy number: 04-0000593178.

Thus, it appears that Lincoln Heritage is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Lincoln Heritage.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Lindsay S. Feuer", with a long horizontal flourish extending to the right.

Lindsay S. Feuer  
Attorney At Law

Enclosures

10577558.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :

fiduciary of THE CHARTER OAK TRUST :

WELFARE BENEFIT PLAN, : **RESTRAINING NOTICE**

Judgment Debtor.

-----X

To: Lincoln Heritage  
1224 Mill Street D 100  
East Berlin, CT 06023

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

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- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;



**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: September 8, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath.

Paula K. Colbath (PC-9895)

345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10571971.1  
214560-10001



Via Certified Mail, Return Receipt Requested

November 1, 2016.

Madison National Life  
c/o Standard Life Insurance Company of NY  
485 Madison Avenue, 14<sup>th</sup> Floor  
New York, New York 10022-5872

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. It is also our understanding that SDM Holdings LLC is wholly owned by Avon Capital, LLC. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

**schwartz &  
thomashower**

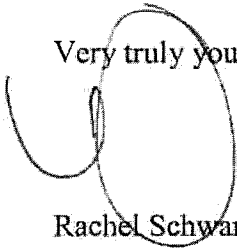
Madison National Life  
November 1, 2016  
Page 2

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Madison National Life is the named insurance carrier, including but not limited to, policy numbers: 0200181509 and 0200181990.

Thus, it appears that Madison National Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Madison National Life.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to be "Rachel Schwartz", written over a circular stamp or seal.

Rachel Schwartz

Enclosures

10863164.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Madison National Life  
c/o Standard Life Insurance Company of NY  
485 Madison Avenue, 14<sup>th</sup> Floor  
New York, New York 10022-5872

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: November 1, 2016

SCHWARTZ & THOMASHOWER LLP

By: \_\_\_\_\_

Rachel Schwartz  
15 Maiden Lane  
Suite 705  
New York, New York 10038  
(212) 227-4300

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10863251.1  
214560-10001

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
UNIVERSITAS EDUCATION, LLC,  
Petitioner,

-against-

NOVA GROUP, INC.,  
Respondent.

-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 **CIVIL** 1590 (LTS) (HBP)

11 **CIVIL** 8726 (LTS) (HBP)

**JUDGMENT**

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;



against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

**ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

**Dated:** New York, New York  
August 15, 2014

**RUBY J. KRAJICK**

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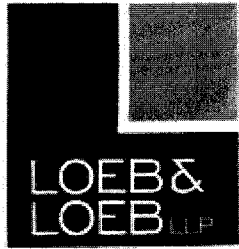
**Clerk of Court**

**BY:**

*K. Mango*

---

**Deputy Clerk**



LINDSAY S. FEUER  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via E-mail (NRedenius@sfgmembers.com)

October 4, 2016

Nancy Redenius  
Midland National Life  
One Sammons Plaza  
Sioux Falls, SD 57193

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

Dear Ms. Redenius:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. It is also our understanding that SDM Holdings LLC is wholly owned by Avon Capital, LLC. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Midland National Life is



Nancy Redenius  
October 4, 2016  
Page 2

the named insurance carrier, including but not limited to, policy numbers: 1502018574, 1502182362, 1501716580, 1502207937, 1700862465 and 15S8690424.

Thus, it appears that Midland National Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Midland National Life.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lindsay S. Feuer", with a stylized flourish at the end.

Lindsay S. Feuer  
Attorney At Law

Enclosures

10792889.1  
214560-10005

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Midland National Life  
One Sammons Plaza  
Sioux Falls, South Dakota 57193

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
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- Avon Capital, LLC – **\$6,710,065.92**
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- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

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**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

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**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: October 4, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath

Paula K. Colbath (PC-9895)

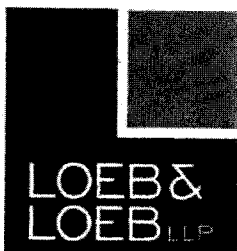
345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10791399.1  
214560-10001



LINDSAY S. FEUER  
Attorney At Law

345 Park Avenue  
New York, NY 10154

Direct 212.407.4125  
Main 212.407.4000  
Fax 646.417.6332  
lfeuer@loeb.com

Via Certified Mail, Return Receipt Requested

September 9, 2016

Minnesota Life  
407 Cranbury Rd  
East Brunswick, NJ 08816

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

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9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Minnesota Life is the named insurance carrier, including but not limited to, policy number: 32491-G.





Minnesota Life  
September 9, 2016  
Page 2

Thus, it appears that Minnesota Life is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Minnesota Life.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lindsay S. Feuer", with a long horizontal flourish extending to the right.

Lindsay S. Feuer  
Attorney At Law

Enclosures

10577578.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Minnesota Life  
407 Cranbury Road  
East Brunswick, New Jersey 08816

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

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**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

**TAKE FURTHER NOTICE** that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: September 8, 2016

LOEB & LOEB LLP

By: /s/ Paula K. Colbath  
Paula K. Colbath (PC-9895)  
345 Park Avenue  
New York, New York 10154-1895  
(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor  
Universitas Education, LLC*

10572117.1  
214560-10001



Via Certified Mail, Return Receipt Requested

October 19, 2016

Mutual of Omaha  
201 East 42<sup>nd</sup> Street  
New York, New York 10017

Re: Universitas Education, LLC v. Nova Group, Inc.  
Case Nos. 11-CV-01590 and 11-CV-08726

To Whom it May Concern:

We represent Universitas Education, LLC ("Universitas") in the above-referenced matter.

On August 12, 2014, a judgment ("Judgment") was entered in favor of Universitas and against several judgment debtors. A copy of the Judgment is enclosed herewith.

The judgment debtors include Daniel E. Carpenter, Grist Mill Capital, LLC, Grist Mill Holdings, LLC, Carpenter Financial Group, Avon Capital, LLC, Phoenix Capital Management, LLC, Grist Mill Trust Welfare Benefit Plan (which includes the Grist Mill Trust, dated October 1, 2003) and Hanover Trust Company. It is also our understanding that SDM Holdings LLC is wholly owned by Avon Capital, LLC. In addition, the following entities have been adjudicated to be alter egos of one or more of the judgment debtors:

1. Benistar 419 Plan Services, Inc.
2. Benistar Admin. Services, Inc.
3. Benistar Employer Services Trust Corporation
4. Benistar, Ltd.
5. Benistar Ltd.
6. Benistar Property Exchange Trust Company, Inc.
7. Benistar Property Exchange Trust Company
8. Boston Property Exchange Trust Company
9. Boston Property Exchange Trust Company, Inc.
10. Boston Property Exchange Transfer Company
11. Boston Property Exchange Transfer Company, Inc.
12. Carpenter Financial Group, LLC
13. Step Plan Services, Inc.
14. U.S. Property Exchange

**schwartz &  
thomashower**

Mutual of Omaha  
October 19, 2016  
Page 2

We understand that one or more of the judgment debtors is the owner of or otherwise has an interest in (directly or indirectly) numerous insurance policies in which Mutual of Omaha is the named insurance carrier, including but not limited to, policy number: 2666651.

Thus, it appears that Mutual of Omaha is in possession of property in which one or more of the judgment debtors, or any of their predecessors, successors, subsidiaries, affiliates, parent companies, alter egos, officers, directors, agents, employees, servants, contractors, consultants, attorneys, representatives, and others acting by, through, or on their behalf, has an interest in. Accordingly, enclosed please find a restraining notice addressed to Mutual of Omaha.

Please feel free to contact me should you have any questions.

Very truly yours,



Rachel Schwartz

Enclosures

10863263.1  
214560-10001

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- : Case Nos. 11-1590-LTS and  
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and :  
fiduciary of THE CHARTER OAK TRUST :  
WELFARE BENEFIT PLAN, :

**RESTRAINING NOTICE**

Judgment Debtor.  
-----X

To: Mutual of Omaha  
201 East 42<sup>nd</sup> Street  
New York, New York 10017

**WHEREAS**, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC – **\$30,600,000.00**
- Grist Mill Holdings, LLC – **\$21,000,000.00**
- Carpenter Financial Group – **\$11,140,000.00**
- Avon Capital, LLC – **\$6,710,065.92**
- Phoenix Capital Management, LLC – **\$5,000,000.00**
- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets – **\$4,487,007.81**
- Hanover Trust Company – **\$1,200,000.00**

**WHEREAS**, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

**WHEREAS**, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

**TAKE FURTHER NOTICE** that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

### **CIVIL PRACTICE LAW AND RULES**

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.